

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

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San Jose City Clerk
City Clerk
Time Stamp
2009 OCT 29 P 12:51

TOTAL BASE BID 669,300

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, October 29, 2009

Project Manager: Mathew Nguyen – 535-8382

SANITARY SEWER CONDITION ASSESSMENT-
CCTV INSPECTION 2009-2010

BIDDER NAME: Nor Cal Pipeline Services

Bond ☒ Cashier's Check _____

→ Addendums Included ()

YES _____ NO ☒

NonCollusion Affidavit ☒

YES _____ NO ☒

PROPOSAL TO CITY OF SAN JOSE

FOR

SANITARY SEWER CONDITION ASSESSMENT - CCTV INSPECTION 2009-2010

Name of Bidder: NOR-CAL PIPELINE SERVICES

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Specifications approved by the Director of Public Works on September 29, 2009, entitled **SANITARY SEWER CONDITION ASSESSMENT - CCTV INSPECTION 2009-2010** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

SANITARY SEWER CONDITION ASSESSMENT - CCTV INSPECTION 2009-2010

ITEM NO	SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1a.	12-2	Police Officers (minimum of \$48.00/hour) (Revocable)	Hr.	500	\$48.00	\$24,000.00
1b	12-2	Police Officers (in addition to the minimum above) - (Revocable)	Hr.	500	7 ⁰⁰	3500 ⁰⁰
2.	1307	Inspection of Pipeline (Revocable)	L.F.	300,000	1.55	465,000 ⁰⁰
3.	1308-2	Jet Cleaning of Pipeline 12" or Smaller (Revocable)	L.F.	8,000	1 ⁰⁰	8000 ⁰⁰
4.	1308-2	Jet Cleaning of Pipeline larger than 12" (Revocable)	L.F.	2,000	1 ⁰⁰	2000 ⁰⁰
5.	1308-3	Removal and Disposal at the SJ/SCWPCP (Revocable)	C.Y.	600	78 ⁰⁰	46,800 ⁰⁰
6.	1308-3	Allowance for Removal and Disposal at an off-site facility (Revocable)	L.S.	1	\$120,000.00	\$120,000.00
TOTAL						669,300 ⁰⁰

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Nor-Cal Pipeline Services as PRINCIPAL, and Developers Surety and Indemnity Company, a corporation duly organized under the laws of the State of Iowa and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid*** DOLLARS (\$
**10% of bid).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on Thursday, October 29, 2009 for **SANITARY SEWER CONDITION ASSESSMENT - CCTV INSPECTION 2009-2010.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th
day of October, 20 09.

PRINCIPAL

SURETY

Nor-Cal Pipeline Services
Legal Company Name

Developers Surety and Indemnity Company
Legal Company Name

Indicate Type of Entity - corporation

By

Title:

[Signature]
Sec/Pres.

By

Title:

[Signature]
Matthew J Drumright
Attorney-in-Fact

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

ACKNOWLEDGMENT

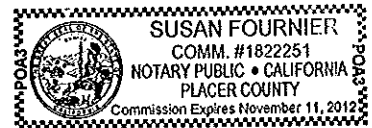
State of California
County of Placer

On October 29, 2009 before me, Susan Fournier, Notary Public,

personally appeared Matthew J Drumright
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the instrument the person(s), or
the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Matthew J. Drumright, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate
Stephen T. Pate, Senior Vice President

By: Charles L. Day
Charles L. Day, Assistant Secretary

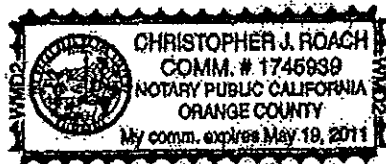
State of California
County of Orange

On January 1st, 2008 before me,
Date



Christopher J. Roach, Notary Public
Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Christopher J. Roach
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 29th day of October, 2009.

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

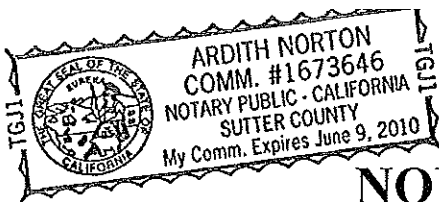
1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



NONCOLLUSION AFFIDAVIT

Project Title: **SANITARY SEWER CONDITION ASSESSMENT - CCTV INSPECTION 2009-2010.**

_____, being first duly sworn, deposes and says that he/she is

(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 10-22-09

Nor-Cal Pipeline Services

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: TBD

Expiration Date: n/a

State Contractor Lic. No.: 1635878

Classification: A

Expiration Date: 7-2011

Federal I. D. No.: 90-0497075

Address: P.O. Box 1659

Yuba City, CA 95912

Telephone: 916-442-5400

Fax: 530-673-8062

By: _____

Title:

NOTARY

On 10/22/2009 before me, Ardith Norton, Notary Public, personally appeared

(name and title of officer)

David Jaeger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

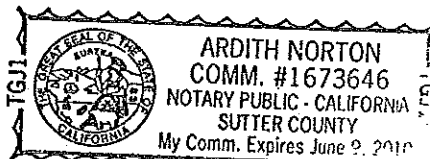
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ardith Norton

Notary Public

(Seal)



*Set above is not sufficient to block

STATEMENT OF BIDDER'S EXPERIENCE

Bidder shall list verifiable information demonstrating that it has, by its own forces, successfully completed a minimum of four (4) CCTV inspection projects totaling a minimum of 20,000 feet of pipeline within the last five (5) years using NASSCO's guidelines and standards.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u> <u>CONTACT INFO.</u>	<u>DATE OF</u> <u>COMPLETION</u>	<u>LINEAR</u> <u>FEET</u>
ANNUAL Sewer main Video	Michelle Bocalan 650-947-2602		
	City of Los Altos	10/09	193,800
citywide Sewer mains + laterals			
Paul Soo 510-749-5855	City of Alameda	8/09	38,000
Cleaning + CCTV	VARIOUS 8"	8/08	6500
	SHARI GARWICK	909-394-6248	
	City of SAN DIMAS		
City Sewerline cleaning + Inspection		10/09	21,000
	City of Biggs Mike VASQUEZ 530-751-0952		
I-405 Hwy lanes	CALTRANS / Kiewit	7/10	200K+
Project manager	GARY Chapman 916 310-846-2400		
SAC COUNTY Trunk main		4/10	41,000
	SAC COUNTY / Insituform Tim Hayes 303-601-8613		

